

# EXHIBIT A

## SOLAR PURCHASE DISCLOSURE

This disclosure is designed to help you understand the key terms of your purchase of an integrated roof and photovoltaic system (your "Solar Roof") and any Powerwall energy storage system (your "Powerwall", and together with your Solar Roof, your "System").

It is not a substitute for your purchase contract ("Contract"), loan or any other documents associated with this transaction. Information presented below is subject to the terms of your Contract.

**Read all documents carefully so you fully understand the transaction.**

For more information on becoming a smart solar consumer please visit [www.seia.org/consumers](http://www.seia.org/consumers).

**Provider:** Tesla, Inc.  
**Address:** 3500 Deer Creek Road  
 Palo Alto, CA 94304  
**Tel.:** 888-518-3752  
**License # (if applicable):** Not  
 Applicable  
**Email:**  
[energycustomersupport@tesla.com](mailto:energycustomersupport@tesla.com)

**Installer:** Tesla Energy Operations,  
 Inc.  
**Address:** 901 Page Avenue  
 Fremont, CA 94538  
**Tel.:** 888-765-2489  
**State/County Contractor License #:**  
[PA HIC077343](#)  
**Email:**  
[energycustomersupport@tesla.com](mailto:energycustomersupport@tesla.com)

**Customer:** Philip Dahlin  
**Installation Address:**  
 [REDACTED]  
[New Hope, PA](#)  
**Customer Mailing Address:**  
 [REDACTED]  
[New Hope, PA 18938](#)  
**Email:** [REDACTED]  
**Contract Date:** [9/17/2020](#)

### Purchase Price

Your purchase price, including the cost of the Powerwall(s): [\\$46,084.80](#)

List of any credits, incentives or rebates included in the above purchase price: [\\$834.40](#)

**\*NOTE:** Not everyone is eligible for credits, incentives or rebates or can fully use them. Consult your tax professional or legal professional for further information.

### Payment Schedule

Amount you have paid to secure your order: [\\$100.00](#)

Amount you owe Provider at completion of installation: [\\$46,084.80](#)

### Financing

Your system: [Financing of System is UNKNOWN to Provider](#)

**NOTE:** If your System is financed, carefully read any agreements and/or disclosure forms provided by your lender. **This statement does not contain the terms of your financing agreement.** If you have any questions about your financing arrangement, contact your finance provider and read all financing disclosures before signing a Contract.

### Installation Timing

Approximate Start Date: 7-180 days from the date the Agreement is signed.

Approximate Completion Date: 7-180 days from the day installation begins

### Interconnection Approval

[PROVIDER](#) is responsible for submitting a System interconnection application.

### Site & Design Assumptions for your Purchase

Solar Roof system size: [9.18 kW DC](#)

Estimated gross annual electricity production in kilowatt-hours (kWh) from your Solar Roof in Year 1: [0 kWh](#)

Estimated Solar Roof Lifetime: [25 years](#)

Estimated annual electricity production decrease due to natural aging of the Solar Roof: The power output capacity of each solar module in your Solar Roof will be at least 95.0% of the "Rated Peak Power" specified on the Solar Roof's data sheet at 5 years after your Solar Roof is installed, will decline by no more than 0.5% per year for the following 20 years.

System location on your property: rooftop

Connectivity: The System WILL be connected to the electric grid.

At the time of installation, your local utility WILL credit you for excess energy your System generates. The rules applying to such credit are set by your jurisdiction. Your utility offers a net energy metering policy as required under state statute or as regulated by a public utility commission. Changes in net energy metering policy or utility rate structures during the life of the system may result in lower utility bill savings than estimated or none at all; Tesla Energy will not be responsible for reassessing the contract rate.

Your 2 Powerwall system has an initial storage capacity of 27.00 kWh and contains an integrated storage inverter/charger capable of providing a combined 10.00 kW of continuous power and 14.00 kW of surge power.

### Maintenance & Repairs

You are required to perform the following system maintenance:

- **Shade Management:** Shading on your Solar Roof can hinder electricity production. Keep trees or other tall plants trimmed to prevent shade on your Solar Roof.
- **Tile Cleaning:** Cleaning your tiles of debris can improve your system performance. Tesla recommends that a professional perform any cleaning service required.

"System repairs" refers to actions needed to fix your System if it is malfunctioning. System repairs ARE provided by the Installer. The coverage periods for each hardware component of your System (in years) are:

Solar Roof Weatherization Warranty: 25 years

Powerwall Warranty: 10 years

Please check the Manufacturer's warranty for the coverage period of other hardware components.

If System repairs ARE included, the coverage periods for the labor/workmanship for each component of your System (in years) are:

Solar Roof: 25 years

Powerwall: 10 years

Please review your Contract for additional information about any warranties on the System installation and equipment. Note that equipment warranties for hardware are not required to include labor/workmanship. Your Provider may assign or subcontract any of its rights or obligations under this Agreement to any affiliate, successor, partner or purchaser. If such a transfer occurs, you will be notified if this will change the address or phone number to use for system maintenance or repair requests.

### Roof Warranty

Your Solar Roof IS warranted against leaks for 25 years by the Provider.

### Product Guarantee

Provider is providing you with a: Product guarantee for 25 years. Underperformance or underproduction will be remedied as follows: Tesla will repair or replace the defective part of your Solar Roof.

### Taxes

You are responsible for property taxes on property you own. Consult a tax professional to understand any tax liability that may result from entering the Contract.

### Utility and Electricity Usage/Savings Assumptions

You HAVE been provided with a savings estimate based on your purchase.

If provided, the savings estimate was calculated based on: [Estimates of annual utility rate increases, future utility charges, net metering value, and the design of your system, which can be affected by shading, location, system size, federal investment tax credit, and local utility rates.](#)

The savings estimate to you assumes the following:

Your Solar Roof will last: [25 years](#)

It is important to understand that electricity rates are estimates only. Your actual current and future utility rates and utility rate increases may vary.

Provider [IS NOT](#) guaranteeing these savings.

#### **Renewable Energy Certificates (RECs)**

You may sell or assign any renewable energy certificates or credits (RECs) that you own from producing renewable solar energy to a third party (which may be the Installer) depending on the laws of your state. If you do sell or assign your RECs to a third party, you will no longer own the RECs to resell, use or claim, and a third party may have the right to claim clean, green or renewable energy based on its purchase of the RECs from your System. In some jurisdictions, you may have to surrender some or all of your RECs to receive state, local or utility incentives.

#### **Cooling Off Period/ Right to Cancel**

In addition to any rights you have under state or local law, you [HAVE](#) the right to terminate this agreement without penalty within three (3) business days of this transaction by notifying Provider in writing at the above address.

#### **SEIA Solar Business Code**

Provider [DOES](#) abide by and agrees to be bound by SEIA's Solar Business Code and its complaint resolution process. For more information about the SEIA Solar Business Code and complaint resolution process, please visit <http://www.seia.org/consumers>

#### **Additional Disclosures or Terms**

##### **Powerwall System**

The Powerwall will draw 100% of its charge from the Solar Array. In backup mode, the Powerwall will provide automatic backup power to the circuits to which it is connected. In self-powered mode, the Powerwall will capture excess solar energy during the day to power your Home at night. Final determination of eligible circuits will be made prior to installation. Eligible circuits must be located in the same electrical panel used to connect the Solar Array at the time we install. If we cannot install a Powerwall so as to provide backup energy to at least eight (8) circuits that you request due to access or electrical constraints, you may cancel the Powerwall, and either opt to have a solar-only system installed, or cancel this Agreement entirely.

Customer's Initials here P D

## Solar Roof Purchase & Home Improvement Agreement

This "Agreement" is between you and the Tesla entity ("Tesla," "we" "us" or "our") identified below. It consists of (1) the below Price Sheet and (2) the attached terms & conditions, and is effective on the date you agree to this Agreement (by electronic acceptance, signature or e-mail) and shall supersede all prior existing agreements between you and Tesla for the Tesla Energy Products described below.

### System Price Sheet

#### Your information

Philip Dahlin

New Hope, PA

#### Tesla entity / Provider

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA, 94304

#### System and System Price

##### Solar Roof

Roof (1528.000 square feet)

Solar Roof (9.180 kW)

**\$30,139.20**

\$11,689.20

\$18,450.00

##### Powerwall

2 x Powerwall(s)

1 x Backup Gateway(s)

**\$16,000.00**

\$13,000.00

\$1,000.00

Powerwall Installation

Powerwall + Solar Discount

\$3,000.00

(\$1,000.00)

##### System Price

**\$46,139.20**

##### Taxes

**\$780.00**

##### Contract Price<sup>1</sup>

**\$46,919.20**

Credit for Order Payment

(\$100.00)

Credit for Rebate Value

(\$734.40)

##### Amount Due

**\$46,084.80**

#### Schedule of Payments

##### Paid at Order

**\$100.00**

**Due Within Five (5) Days of Inspection****\$46,084.80**

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment.

IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

**You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.**

If you are financing your System through one of our financing partners, the timing and amount of your payments (and any applicable interest accrued) will be subject to the terms and conditions of your agreement with your financier. If your financier fails to make payment on your behalf, or your financing is terminated by you or your financier, you will remain obligated to make payment under the terms of this Agreement.

**Federal Personal Income Tax Credit**

Based on your purchase we believe [REDACTED] may be eligible for a U.S. federal personal income tax credit (the Residential Renewable Energy Tax Credit) pursuant to Internal Revenue Code Section 25D. This is an estimated allocation of the purchase price that may be eligible for a tax credit based on the portion of the Solar Roof that is related to the generation of electricity for use at the installation location. This estimated purchase price allocation is not intended as tax advice. We encourage you to discuss the tax credit amount with your tax professional. See [www.energy.gov/savings/residential-renewable-energy-tax-credit](http://www.energy.gov/savings/residential-renewable-energy-tax-credit) for further information on the program.

**Installation Address**

[REDACTED] New Hope, PA [REDACTED]

**Approximate Installation Start Date**

7-180 days from contract signing

**Approximate Completion Date**

7-180 days from the day installation begins

**Signed by**

Your signature

Tesla, Inc.

Philip Dahlin

Name: Philip Dahlin

Date: 9/17/2020 1:31:22 PM +00:00



Name: Carl Peterson

Title: Senior Director, Residential Energy

**You are entitled to a completely filled in copy of this Agreement, signed by both you and Tesla, before any work may be started.**



<sup>1</sup>Standard installation includes the cost of minor repairs commonly needed to install Solar Roof. These repairs may include simple electric upgrades and roof preparation. Tesla will determine the final cost of these repairs prior to installation. If the final cost or scope of work needed for your installation are greater than anticipated, Tesla will provide you with an amendment pursuant to this Solar Roof Purchase & Home Improvement Agreement.





## Solar Roof Purchase & Home Improvement Agreement Terms & Conditions

1. **Purchase.** You agree to purchase the integrated roof and photovoltaic system described in your Price Sheet (your “Solar Roof”) and any Powerwall energy storage system described in your Price Sheet (your “Powerwall” and, together with your Solar Roof, your “System”). We agree to sell you the System and install the System at the address identified in your Price Sheet. References to Powerwall in this Agreement only apply if you are purchasing a Powerwall.
2. **Contract Price.** Your Price Sheet shows the price of your System and its installation (“Contract Price”). The Contract Price includes permitting fees. If Tesla encounters unforeseen conditions at the installation location or causes a change to the solar portion of your Solar Roof, you will receive an updated Price Sheet to accept or reject. If you reject the updated Price Sheet, this Agreement will terminate. Upon termination we will return your Order Payment and Site Survey / Design Payment to you unless the Contract Price decreases in the updated Price Sheet. If you request a change to your System, you will receive an updated Price Sheet to accept or reject. If you reject the updated Price Sheet, this Agreement will terminate and your Order Payment and Site Survey / Design Payment will not be refunded to you. Due to inventory availability, Tesla may increase this system size by up to 10% at no additional cost to you.
3. **Installation.** We will contact you to schedule installation of your System. Installation will be performed by us or our affiliate. You authorize us to submit, on your behalf, any permit or interconnection application that is required for your System. You also agree to give us access to the installation location as scheduled so we can install your System.
4. **Payment.** By entering into this Agreement, you agree to pay the Contract Price as described in the Price Sheet.
5. **Cancellation.** In some locations, you have the right to cancel this Agreement for a limited period of time after this Agreement becomes effective and claim reimbursement of your Order Payment and Site Survey / Design Payment. If you have this right, it will be described in Exhibit 1.
6. **Order Payment; Site Survey / Design Payment.** The Order Payment that you previously paid for your System and the Site Survey / Design Payment that you are paying when this Agreement becomes effective are now non-refundable, except in the circumstances described above. When this Agreement becomes effective, we incur significant costs preparing to install your System. The Order Payment and the Site Survey / Design Payment are a reasonable estimate of the damages we would incur if you cancel your order before your System is installed.
7. **Privacy.** The [Tesla Customer Privacy Policy](#) is part of this Agreement.
8. **Home Owner’s Association.** If your home is governed by a home owner’s association or similar community organization, you agree to obtain all approvals and authorizations for the System required by that organization and advise us of any requirements of that organization that will otherwise impact the System, its installation or operation.
9. **Intellectual Property.** We own all intellectual property rights associated with your System. We grant you a non-exclusive license to use any imbedded software in connection with the operation of your System only.
10. **Remote Monitoring and Firmware Upgrades.** You agree that Tesla may access your System remotely to monitor performance, perform diagnostics and upgrade firmware.
11. **Grid Services.** Your Powerwall is capable of supporting the reliability of the electrical grid by providing services under programs offered by utilities or third parties. From time to time we may contact you about participation in these programs. These calls or texts may use computer assisted dialing or pre-recorded





messages. Consenting to this contact is not a condition of purchase and you can contact us at any time if you no longer want to be contacted about such participation.

12. **Limited Warranties.** (a) Your Solar Roof is covered by the Tesla Solar Roof Limited Warranty provided to you with this Agreement. The power level electronics included in your Solar Roof (e.g. inverter, rapid shut-down device, mid-circuit interrupters, etc.) are covered by a limited warranty issued by the manufacturer. We will repair damage we cause to the installation location, your belongings or your property during our installation of your Solar Roof or pay you for the damage we cause. (b) Your Powerwall is covered by the [Tesla Powerwall Limited Warranty](#). We will install your Powerwall in a competent and workmanlike manner, and we will re-install your Powerwall if you notify us of any failure to meet this installation warranty within four years (or any longer period required by law) from installation. (c) Tesla warrants that any required electrical upgrades, any required structural upgrades, and any optional upgrades performed under this Agreement will be performed in a good and workmanlike manner, free of defects, for a period of one year after completion of the work. Upon receipt of payment in full under this Agreement, all warranties that are provided by manufacturers of equipment used in such work will be transferred directly to you. (d) The Tesla Solar Roof Limited Warranty and the Tesla Powerwall Limited Warranty both include the same arbitration provision contained in section 15 below. By approving this Agreement, you accept the terms of these warranties.

13. **Limitation of Liability.** We are not liable to you for any indirect, special or consequential damages arising out of this Agreement. To the extent permitted by law, our aggregate liability to you under this Agreement, the Tesla Powerwall Limited Warranty and the Tesla Solar Roof Limited Warranty is limited to the Contract Price. These limitations apply to any liability arising out of any site survey performed by us or our affiliate in connection with this Agreement.

14. **Notices.** You can find applicable lien notices, certain warnings required by law, and details of our insurance in Exhibit 2.

15. **Governing Law; Integration.** This Agreement is governed by the laws of the State where your System is installed. The information at the links described above is part of this Agreement. Any other terms relating to your System that are not contained or referred to in this Agreement are not binding on us or you.

16. **Agreement to Arbitrate.** Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to [resolutions@tesla.com](mailto:resolutions@tesla.com).

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to [www.adr.org](http://www.adr.org).

The arbitrator may only resolve disputes between you and Tesla, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla products. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be



arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, product and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.



Exhibit 1

Cancellation Rights

(TESLA, INC. COPY)

**NOTICE OF CANCELLATION  
STATUTORILY-REQUIRED LANGUAGE**

**Notice of Cancellation**

**Date of Transaction:**9/17/2020 1:31:22 PM +00:00

You may **CANCEL** this transaction, without any penalty or obligation, within **THREE BUSINESS DAYS** from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within **TEN DAYS** following receipt by the seller (Tesla, Inc.) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Tesla, Inc.) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Tesla, Inc.) regarding the return shipment of the goods at the seller's (Tesla, Inc.'s) expense and risk. If you do make the goods available to the seller (Tesla, Inc.) and the seller (Tesla, Inc.) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Tesla, Inc.), or if you agree to return the goods to the seller (Tesla, Inc.) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Tesla, Inc., 3500 DEER CREEK ROAD, PALO ALTO, CA, 94304 NOT LATER THAN MIDNIGHT of the date that is **THREE BUSINESS DAYS** from the date you signed the Agreement.

I, \_\_\_\_\_, hereby cancel this transaction on \_\_\_\_\_ [Date].

**Customer's Signature:**

\_\_\_\_\_

**Customer's Signature:**

\_\_\_\_\_



(CUSTOMER COPY)

NOTICE OF CANCELLATION

STATUTORILY-REQUIRED LANGUAGE

Notice of Cancellation

Date of Transaction: 9/17/2020 1:31:22 PM +00:00

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN DAYS following receipt by the seller (Tesla, Inc.) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Tesla, Inc.) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Tesla, Inc.) regarding the return shipment of the goods at the seller's (Tesla, Inc.'s) expense and risk. If you do make the goods available to the seller (Tesla, Inc.) and the seller (Tesla, Inc.) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Tesla, Inc.), or if you agree to return the goods to the seller (Tesla, Inc.) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Tesla, Inc., 3500 DEER CREEK ROAD, PALO ALTO, CA, 94304 NOT LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS from the date you signed the Agreement.

I, \_\_\_\_\_, hereby cancel this transaction on \_\_\_\_\_ [Date].

Customer's Signature:

\_\_\_\_\_

Customer's Signature:

\_\_\_\_\_



**Exhibit 2**  
**NOTICES**

**Bonds.** The owner or tenant has the right to require the contractor to have a performance and payment bond.

**Extra Work and Change Orders.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. You may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or a change order is not enforceable against you unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (i) the scope of the extra work or change, (ii) the cost to be added or subtracted from the contract; and (iii) the effect the order will have on the schedule of progress payments or the completion date. Notwithstanding this provision, the Contractor shall have the right to substitute System equipment without Customer's agreement, so long as that substitution adds no extra cost to the project and does not materially affect the System's performance. The Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based on legal or equitable remedies designed to prevent unjust enrichment.

**Insurance** Tesla carries the following insurance applicable to the work being performed under this Agreement:

- Commercial General Liability Insurance (CGL). Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.
- Workers' Compensation Insurance. Tesla carries workers' compensation insurance for all employees in compliance with law.



**Additional Notices**

**Pennsylvania**

**CONTRACTOR LICENSING INFORMATION:** You may contact the Pennsylvania State Attorney General's office at 1-888-520-6680 to obtain a listing of all registered home improvement contractors.



## **TESLA SOLAR ROOF LIMITED WARRANTY (USA)**

**Effective Date:** October 1, 2019

**Applies to Product Reference Number:**

Tesla SR-TE-03-01

### **Limited Warranties**

Tesla, Inc. warrants that:

- (1) **Product Warranty.** Your Solar Roof will be free from defects in design, materials, and workmanship for 25 years from the date your Solar Roof is installed, except as otherwise provided in the Module Warranty below.
- (2) **Weatherization Warranty.** Your Solar Roof will remain in place and prevent damage to your Home caused by the passage of wind and rain through your Solar Roof for 25 years from the date your Solar Roof is installed.
- (3) **Module Warranty.** The power output capacity<sup>1</sup> of your Solar Roof will be at least 95.0% of the “Rated Peak Power”<sup>2</sup> specified on the Solar Roof data sheet (multiplied by the size of your Solar Roof) at 5 years after your Solar Roof is installed. The power output capacity will decline by no more than 0.5% per year for the following 20 years. This warranty covers the power your Solar Roof will produce under standard test conditions.

Note that this Limited Warranty (including its duration) is subject to certain exclusions and limitations that are set out in detail below.

### **Remedies**

If your Solar Roof fails to comply with the above Limited Warranty, Tesla will, in its sole discretion, repair or replace the defective part of your Solar Roof (using new or refurbished parts). If your Solar Roof is repaired or replaced under this Limited Warranty, the remainder of the original warranty period will apply to the repaired or replaced portion of your Solar Roof. The original warranty period does not extend because your Solar Roof is repaired or replaced. These remedies are your sole remedy, and Tesla’s sole liability, for any claims arising from or relating to the Limited Warranty or your Solar Roof.

### **What Products are Covered?**

This Limited Warranty applies to any Tesla Solar Roof that (1) was purchased from Tesla in the United States of America; (2) has one of the product reference numbers mentioned above; and (3) is installed in the United States of America.

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<sup>1</sup> Power output capacity refers to the ability of a Solar Roof module to produce power under Tesla’s standard test conditions. Tesla’s standard test conditions are Air Mass 1.5, Irradiance 1000W/m<sup>2</sup>, Module Temperature 25°C.

<sup>2</sup> The Solar Roof module’s “Rated Peak Power” may vary +/- 5% at time of manufacture.





This Limited Warranty covers all the components of your Solar Roof except the power level electronics (e.g. inverter, rapid shut-down device, mid-circuit interrupters, etc.), which are not manufactured by Tesla. Your power level electronics come with a 10-year warranty from its manufacturer. If you experience any issues with your power level electronics during its 10-year warranty period, please contact Tesla Customer Service so we can help you make a warranty claim against the manufacturer. When you need to replace any of your power level electronics after its warranted life, please contact Tesla Customer Service and we will help you obtain and install the replacement power level electronic, at your cost.

### **Who Can Make a Claim?**

Limited Warranty claims can be made by or on behalf of the end user who acquired the Solar Roof for installation on his or her Home or any subsequent owner of the Home who provides proof of ownership of the Home.

**Agreement to Arbitrate.** Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates (together “Tesla”).

If you have a concern or dispute, please send a written notice describing it and your desired resolution to [resolutions@tesla.com](mailto:resolutions@tesla.com).

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to [www.adr.org](http://www.adr.org).

The arbitrator may only resolve disputes between you and Tesla, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla products. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, product and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any



different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

### **Maintenance and Operation**

Tesla will provide you with an initial copy of the Solar Roof Owner's Manual and later with any updates to it (collectively, the "Owner's Manual"). The Owner's Manual provides you with Solar Roof operation and maintenance instructions, answers to frequently asked questions, troubleshooting tips and service information. You must maintain and operate the Solar Roof in accordance with the instructions in the Owner's Manual.

The Solar Roof requires routine maintenance that is not covered by this Limited Warranty. This required maintenance is set out in the Owner's Manual. Routine maintenance must be performed in compliance with the requirements set out in the Owner's Manual.

The solar array electrical components in your Solar Roof have a 25-year operating life. If you operate the power producing parts of your Solar Roof after the period of the Module Warranty, you assume all the risk and liability of that operation.

If you think there is a problem with your Solar Roof, you may call us. As a first step we will review historical energy production data from your system to remotely diagnose and resolve any problems. If we determine that there is a problem but we cannot diagnose the specific problem remotely, we will send a qualified Solar Roof professional to your Home. If repairs are needed and covered by this Limited Warranty, you will not be charged for the repairs. If repairs are not covered by this Limited Warranty, we will charge you our then-current site visit fee plus the cost for any work you authorize us to do.

### **Limitations and Disclaimer**

**THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR SOLAR ROOF. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Tesla limits the duration of and remedies for such warranties to the durations and remedies described in this Limited Warranty. This Limited Warranty does not warrant any specific electrical performance of your Solar Roof other than that described in the Module Warranty.**

### **Relationship with Applicable Law**

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. For example, some states do not allow limitations on how long an implied warranty lasts, meaning the limitations in the "Limitations and Disclaimer" section above may not apply to you. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction.



## **General Exclusions**

This Limited Warranty does not apply to any breach of this Limited Warranty directly or indirectly caused by or resulting from any of the following: (i) abuse, misuse or negligence, (ii) accidents or other events beyond Tesla's (or its affiliates', subcontractors' or representatives') reasonable control, including but not limited to lightning, flood, earthquake, fire, wind events and building siting outside of the rating limitations of ASTM D 3161 Class F, hail and other extreme weather events; (iii) failure to operate or maintain your Solar Roof in accordance with the Owner's Manual; (iv) removal or reinstallation of your Solar Roof at a location other than the original installation location; (v) strikes by balls or other objects, dirt, dust, bird excrement, animals, insects, foliage or algae growth; (vi) water entering around a fitting, accessory or other material not supplied by Tesla; (vii) any material or equipment not supplied by Tesla that the Solar Roof may be connected to; or (viii) someone other than Tesla installing, removing, re-installing or repairing the Solar Roof (including, but not limited to, damaging the Solar Roof during such work) unless that party does so in compliance with the Owner's Manual.

In addition, this Limited Warranty does not cover (a) conditions at your Home not caused by our breach of this Limited Warranty, including, but not limited to, unpermitted conditions, improper electrical wiring, defects in the roof structure that cause it to sag over time, chimney or exhaust vent heights that are reduced by your Solar Roof, cracked or crumbling masonry, or inadequate attic ventilation; (b) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance or functionality/integrity of your Solar Roof; (c) damage or deterioration that occurs after the expiration or voiding of all or part of the Limited Warranty; or (d) theft or vandalism of your Solar Roof or any of its components.

Finally, please note that the color of replacement Solar Roof tiles may vary from the originals due to normal weathering, changes in our Solar Roof or other causes.

## **Modifications and Waivers**

No person or entity, including a Tesla employee or authorized representative, may modify or waive any part of this Limited Warranty, or make any additional promises to you about the Solar Roof that are not in this Limited Warranty. Tesla may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Limited Warranty, either for specific Solar Roof models or on an ad hoc, case-by-case basis. Tesla reserves the right to do so without incurring any obligation to make a similar payment to other Solar Roof owners.

## **Limitation of Liability**

**TESLA IS NOT LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER TESLA HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. TESLA IS NOT LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES OF ANY KIND RELATING TO ANY DAMAGE TO YOUR HOME OR TO YOUR HOME'S CONTENTS WHETHER FOR BREACH OF THIS LIMITED WARRANTY, NEGLIGENCE, STRICT LIABILITY OR**



**OTHER CLAIMS DERIVED IN TORT OR FOR ANY OTHER CAUSE. TESLA'S AGGREGATE LIABILITY ARISING OUT OF ALL CLAIMS MADE UNDER THIS LIMITED WARRANTY AND ALL CLAIMS MADE UNDER ANY PURCHASE AND INSTALLATION CONTRACT FOR YOUR SOLAR ROOF WILL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR SOLAR ROOF.**

**SOME STATES DO NOT ALLOW, OR RESTRICT, THE EXCLUSION OR LIMITATION OF DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, OR MAY ONLY APPLY TO A LIMITED EXTENT.**

### **Governing Law**

All matters arising under or relating to this Limited Warranty shall be governed by the internal substantive laws of the state where your Solar Roof is installed, except to the extent inconsistent with or pre-empted by federal law and without regard to the state's choice of law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

### **Claims Process**

In order to make a claim under this Limited Warranty, please contact us as soon as possible after discovering the problem. Please have available (i) your name, address and a description of the alleged failure(s), (ii) any pictures or other materials you have that show the problem, and (iii) your Solar Roof' original installation date (if known).

### **Tesla Contact Details**

- **Tesla email:** Energycustomersupport@tesla.com
- **Tesla address:** 6611 Las Vegas Boulevard South, Las Vegas, Nevada 89119, Attn: Customer Care - Solar Roof Warranty Claims
- **Tesla telephone number:**  
US: +1 (888) 765-2489

**Schedule B**  
**Renewable Energy Credit Agreement**

1. **Introduction.** This Renewable Energy Credit Agreement (this "REC Agreement") is between Tesla ("Tesla" or "we") and you ("Customer") for your sale of the Environmental Attributes associated with the electricity generated by your photovoltaic system ("Solar System"), which you are purchasing under your Tesla Energy Products Purchase & Home Improvement Agreement (the "Solar Agreement"), to Tesla. "Environmental Attributes" are commonly referred to as renewable energy credits ("RECs") and include all solar renewable energy credits, carbon offset credits, green tags, and other similar credits and benefits, however named, generated by or associated with the Solar System. Environmental Attributes do not include electricity or tax credits.
2. **Payment.** Tesla will provide you credit toward the purchase of your Solar System based on the value that we place on your Environmental Attributes ("REC Credit"). Your REC Credit is listed in the Price Sheet. The REC Credit is considered income and we will send you a Form 1099. The REC Credit is payment for 100% of the Environmental Attributes generated by the Solar System for the life of the Solar System following the first date that your system produces energy (the "Term"). This REC Agreement will survive the Solar Agreement and you will not be entitled to any payment related to your sale of the Environmental Attributes other than or in addition to the REC Credit.
3. **Your Obligations.** You agree to cooperate with Tesla to allow Tesla (and any party to which Tesla may sell or transfer the Environmental Attributes) to claim the Environmental Attributes, including, but not limited to taking the following actions:
- To the extent allowable by law, enter into net metering agreements and interconnection agreements for the Solar System;
  - Promptly, but in no case more than 7 days after Tesla's request, sign and/or file documentation in connection with the registration and/or transfer of the Environmental Attributes to Tesla and to any party to which Tesla may subsequently sell or transfer the Environmental Attributes;
  - Maintain and make available, at your cost, a functioning indoor internet connection with the understanding that an intermittent internet connection (which includes but is not limited to temporary wireless hotspots) will not satisfy this obligation;
  - Allow Tesla to monitor and report the Solar System's production;
  - Upon reasonable prior written notice, provide Tesla and/or its designees, with access to the Solar System for inspections and maintenance as Tesla deems necessary;
  - Maintain the Solar System in good working condition; and
  - Maintain the Solar System's interconnection to the local electric utility.
- Additionally, you understand that by selling the Environmental Attributes to Tesla, you will have no right to sell the Environmental Attributes, or any component thereof, to any other party.
4. **Tesla's Remedies.** If you fail to comply with the obligations set forth in Section 3 within 30 days after Tesla's written notice to you, and that failure results in any disruption in the production of Environmental Attributes or Tesla's ability to claim, transfer, or otherwise make use of the Environmental Attributes, Tesla will have the right to invoice and collect from you an amount equal to Tesla's direct, actual damages resulting from such disruption. In no case, however, will you be liable to Tesla under this REC Agreement for amounts in excess of the REC Credit.
5. **Environmental Claims.** Tesla may sell the Environmental Attributes to a third party. You recognize that you will not own the Environmental Attributes to sell, use or claim, and a third party may have the right to claim clean, green or renewable energy based on its purchase of Environmental Attributes from your Solar System.

I have read this REC Agreement in its entirety and I acknowledge that I have received a complete copy of this REC Agreement.

Philip Dahlin

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**Customer Signature**



Tesla, Inc.

A handwritten signature in black ink, which appears to read 'Carl Peterson', is written over a horizontal line.

Name: Carl Peterson

Title: Senior Director, Residential Energy

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## Certificate of Completion

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Subject:

Document Generated:

## Signer Events

Philip Dahlin

Signed: 9/17/2020 1:31:22 PM +00:00

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